

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

EDDYSTONE RAIL COMPANY, LLC,

Plaintiff/Counter-Defendant,

v.

JULIO RIOS, JEREMY GAMBOA,
BRIDGER LOGISTICS, LLC,
FERRELLGAS PARTNERS, L.P.,
FERRELLGAS, L.P., BRIDGER RAIL
SHIPPING, LLC, BRIDGER REAL
PROPERTY, LLC, BRIDGER STORAGE,
LLC, BRIDGER SWAN RANCH, LLC,
BRIDGER TERMINALS, LLC, BRIDGER
TRANSPORTATION, LLC, J.J. ADDISON
PARTNERS, LLC, J.J. LIBERTY, LLC,
BRIDGER ADMINISTRATIVE SERVICES
II, LLC, BRIDGER ENERGY, LLC,
BRIDGER LAKE, LLC, BRIDGER
LEASING, LLC, and BRIDGER MARINE,
LLC,

Defendants,

BRIDGER LOGISTICS, LLC,
FERRELLGAS PARTNERS, L.P., and
FERRELLGAS, L.P.,

Defendants/Counterclaimants.

CIVIL ACTION

No. 17-495

ORDER

AND NOW, this 5th day of June, 2019, upon consideration of the Motion to Compel Production of Withheld Documents Under the Crime-Fraud Exception filed by Plaintiff/Counter-Defendant, Eddystone Rail Company, LLC (“Eddystone”) (Doc. No. 217), the Opposition filed by Defendants/Counterclaimants Bridger Logistics, LLC, Ferrellgas Partners, L.P., and Ferrellgas, L.P. (collectively, “BL/FG Defendants”), as well as Eddystone’s Reply,

BL/FG Defendants' Sur-Reply, BL/FG Defendants' April 3, 2019 Letter, Eddystone's April 5, 2019 Letter, and the arguments presented to the Court during a hearing on April 10, 2019, it is hereby **ORDERED** that:

1. *in camera* review under the crime-fraud exception is warranted because Eddystone's evidentiary presentation is sufficient to establish a factual basis adequate to support a good faith belief by a reasonable person that *in camera* review of the materials may reveal evidence to establish the claim that the crime-fraud exception applies. *See United States v. Zolin*, 491 U.S. 554, 572 (1989) ("Before engaging in *in camera* review to determine the applicability of the crime-fraud exception, the judge should require a showing of a factual basis adequate to support a good faith belief by a reasonable person . . . that in camera review of the materials may reveal evidence to establish the claim that the crime-fraud exception applies."); *Haines v. Liggett Group, Inc.*, 975 F.2d 81, 96 (3d Cir. 1992) ("[T]he decision to engage in *in camera* review implicates a much more lenient standard of proof than the determination to apply the crime/fraud exception. . . .").
2. **within 14 days from the date of this Order**, BL/FG Defendants shall provide to the Court a sampling of the documents from BL/FG Defendants' privilege logs.¹ Specifically, BL/FG Defendants shall provide the following documents to chambers:
 - a. all email chains with the subject lines:
 - "Eddystone Restructuring"
 - "FGP: Eddystone Restructuring"
 - "BTS restructuring docs"
 - "BTS transferred asset docs"
 - "Revised BTS documents"
 - "Effect of Subsidiary Bankruptcy"
 - "Equipment in Bridger Transfer Services"
 - "Debt matters & BTS Subsidiary Sale"
 - "Bridger Logistics Structure"
 - "Bridger Transfer Services"
 - "Restructuring"
 - "ERC Amendment"
 - "Bridger/Jamex/Eddystone"
 - "BTS"
 - "Amendment to COSA and TLA"
 - "Revised Bridger Contract"
 - "Bridger Rail Loading Agreement"

¹Since this *in camera* review involves a sampling, we may require that more documents be submitted if necessary.

“Letter Agreement Re: Cessation of Delivery under COSA”
“Contracts that need to be signed before Jan.”
“Rail Logistics Agreement”
“Logistics Guarantee to ERC for BTS”
“January Bakken Buy/Sell”
“FGP matter no. [Eddystone restructuring]”
“FGP – Bridger Guarantee Analysis”
“Bridger/Jamex/Monroe Documents”
“Bridger/Monroe/Jamex”
“Bridger-Eddystone Matters”
“Bridger-Jamex”
“Truck/Equipment in Bridger Transfer Services”
“BTS Sale and Credit Arrangement Considerations”
“Jamex/Monroe/Bridger”
“BTS transaction”
“BTS Sale Docs”
“Consents for BTS Restructuring”
“BTS Banking Information”
“FGP–BTS”
“Jamex/Bridger – Revised Draft of PSA”
“BTS Purchase Agreement”
“BTS Transfer”
“Clarification on the new Eddystone/Monroe/Jamex agreement”

BY THE COURT:

/s/ Robert F. Kelly
ROBERT F. KELLY
SENIOR JUDGE